

# CHANGE REQUEST COVER SHEET

**Change Request Number:** 13-23

**Date Received:** 12/11/2012

**Title:** AMS Real Property Guidance Updates

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**Name:** Charles Baldwin

**Phone:** 571-205-8427

**Policy OR Guidance:** Guidance

**Section/Text Location Affected:** Guidance: 1.1.7, 2.3.3.1, 2.41, and 3.1.4.1

**Summary of Change:** The FY13 Q1 Real Property AMS Updates includes updates to guidance for outgrants and tenant improvements.

**Reason for Change:** These updates were requested from the field.

**Development, Review, and/or Concurrence:** ALO-200, AGC-520, WLSA, ELSA, CLSA, ALO-300

**Target Audience:** Real Estate Contracting Officers

**Potential Links within FAST for the Change:** NA

**Briefing Planned:** No

**ASAG Responsibilities:** None

**Potential Links within FAST for the Change:** NA

**Links for New/Modified Forms (or) Documents (LINK 1)**

**Links for New/Modified Forms (or) Documents (LINK 2)**

**Links for New/Modified Forms (or) Documents (LINK 3)**

## SECTIONS EDITED:

Real Estate Guidance :

**Section 2.3.3.1 : Questions and Answers** [\[Old Content\]](#)[\[New Content\]](#) [\[RedLine Content\]](#)

Real Estate Guidance :

**Section 1.1.17 : Outgrant** [\[Old Content\]](#)[\[New Content\]](#) [\[RedLine Content\]](#)

Real Estate Guidance :

**Section 2.4.10 : Appendix J: Outgrant** [\[Old Content\]](#)[\[New Content\]](#) [\[RedLine Content\]](#)

Real Estate Guidance :

**Section 3.1.4.1 : System for Award Management (SAM)** [\[Old Content\]](#)[\[New Content\]](#)  
[\[RedLine Content\]](#)

Real Estate Guidance :

**Section 6.2 : Real Estate Career Levels** [\[Old Content\]](#)[\[New Content\]](#) [\[RedLine Content\]](#)

## SECTIONS EDITED:

### Section 2.3.3.1 : Questions and Answers

**Old Content:** Real Estate Guidance :

**Section 2.3.3.1 : Questions and Answers**

**Q1:** What is a Tenant Improvement (TI)?

**A1:** Tenant improvements are the finishes and fixtures that typically take space from the “shell” condition to a finished, usable condition. The Government, at its sole discretion, will make all decisions as to the usage of the TI. In addition to construction costs, tenant improvements include associated costs such as preparation of construction plans, construction management fees, city fees and permit costs or penalties, certificate of occupancy, applicable taxes, and engineering fees.

The following represent some examples of tenant improvements:

- Keyed switches to elevators to restrict after-hours access; special location indicators and controllers
- All initial wall finishes on TI partitions
- Floor finishes beyond defined standard requirements in tenant areas
- All fittings and fixtures within designated rentable areas, e.g., millwork and tenant signage counters
- Work for heating, ventilation, air conditioning, and rebalancing systems to suit tenant floor layouts and usage, including re-arrangement of existing zones and adding new zones and controls (including diffusers; branch duct reallocations/alterations)
- Upgrade to fire protection systems (e.g., specialized applications such as systems or laboratory protection) to comply with specialized tenant requirements
- Plumbing for additional refreshment areas and washrooms, showers to support job functions, and plumbing for laboratory or special areas
- All electrical power distribution in tenant’s partitions and within tenant areas, such as service poles, power and controls for all TI equipment
- Additional lighting and controls to suit tenant space layout and usage

- Upgrade of light fixtures and diffusers in excess of those provided in base building, as well as specialty lighting such as pot lights and track lighting
- Adjustment to the location of “EXIT” and emergency lights to suit tenant layouts and exit routes
- Office tenant security, communication, public address and wiring systems, excluding removal and replacement and new mandatory operating equipment which are intrinsic to the building

**Q2:** What is a TI Allowance?

**A2:** Leases allow the Lessor to give the Lessee a TI Allowance for improvements to the leased premises:

- The Government uses the TI to build-out its area
- The Government’s TI will be performed by the successful Offeror as part of the rental consideration and/or lump-sum payment
- Improvements must meet the quality standards and requirements of the lease and attachments
- The Government, at its sole discretion, shall make all decisions as to the usage of the TI Allowance. The Government may use all or part of the TI Allowance.

**Q3:** What if we do not spend the full TI Allowance provided by the Lessor?

**A3:** The Government may return to the Lessor any unused portion of the TI Allowance in exchange for a decrease in rent according to the amortization rate over the firm term.

**Q4:** What if we spend in excess of the allowance provided by the Lessor?

**A4:** If it is anticipated that the Government will spend more than the allowance, the Government reserves the right to:

- Reduce the TI requirements;
- Pay a lump sum for the overage upon completion and acceptance of the improvements; and
- Increase the rent according to the negotiated amortization rate over the term of the lease.

**Q5:** What is the purpose of Attachment B?

**A5:** The purpose of Attachment B is to define and describe the processes which both the Lessor and the Government shall complete in order to design and build-out the TI. This process is based on generally accepted commercial building practices. This allows the RECO to maintain control of the process when the allowance is being used. Furthermore, if you look at Attachment B as being flexible (in a continual state of flux and not static) to fit the goals of the design and build-out for each project - then it will be easier to work with and will become a useful document/tool.

**Q6:** Can I make changes to the clauses? Who needs to approve the changes?

**A6:** The clauses in Attachment B are considered “required” which allows the RECO the flexibility to make changes based on the type of space requirement that is being built out, however, all changes to the attachment should be approved from the appropriate channels (i.e., legal council).

**Q7:** How does the RECO ensure that the FAA selects the general contractor?

**A7:** The RECO shall follow the following process:

- A minimum of three qualified contractors shall be invited to participate in the competitive proposal process. Each participant shall compete independently in the process.
- Each proposal shall be reviewed by the Government. The Government reserves the right to determine if bids meet with the scope of work, that the price is reasonable, and that the Offeror is qualified to perform the work. The Government reserves the right to reject all bids, at its sole discretion.
- The Lessor shall demonstrate to the Government that best efforts have been made to obtain the most competitive prices possible, and the Lessor shall accept responsibility for all prices through direct contracts with all contractors.
- Because the Lessor provided documentation that a minimum of 3 qualified contractors were invited to participate, detailed cost and pricing data are not required using the adequate price competition exception.

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### **Section 1.1.17 : Outgrant**

**Old Content:** Real Estate Guidance :

**Section 1.1.17 : Outgrant**

Outgrants are used when there is a secondary need for unused FAA leased/owned land or space by either another government entity or third party. Outgrants were formerly known as outleases. The RECO must use the Outgrant Permit Form or the Outgrant License Form. The Permit form is used solely for Federal government entities. The License form is used for all other entities, including State or Local governments and third parties.

#### Questions and Answers:

Q1. How is cost captured in an outgrant (either license or permit) and is it different from a reimbursable?

A1. An outgrant license or permit is not considered a reimbursable agreement because it does not result in the direct provision of a supply or a service by the FAA. Rather, an outgrant gives the grantee permission to utilize an FAA real property asset. Utility, janitorial, or other services that may be provided as a result of the outgrant, are incidental to, and required for, the use of the subject real property asset by the grantee. The RECO must use the award designation letter J under the PRISM system for an outgrant award number. The cost under the outgrant are expenses engendered as a result of the occupancy or use of the real property such as rent or utilities.

A signed original outgrant document is sent to the Accounts Receivable department in accounting. With respect to amounts paid as consideration for the outgrant, the FAA may retain all outgrant proceeds in the account established pursuant to 49 USC 45303(c). Please check with ALO-200 for the account number. Consequently, the RECO must make every effort to negotiate a payment amount that is equal to the Fair Market Value (FMV) of the outgrant.

Q2. How can the cost be structured in an outgrant?

A2. The RECO will structure the cost of the outgrants with one of the following: 1) based upon fair market value; 2) based upon the FAA cost only; or 3) a no cost outgrant that specifies the non-monetary consideration of both parties.

Q3. Should outgrants specify the use of the property?

A3. Yes, the outgrants need to state the specific use of the property, e.g., agricultural use or as a mining rights.

Q4. Can outgrants have options?

A4. No, outgrants can be specified for a firm term not to exceed twenty years (see Q5). However, they may not have options placed inside. The rationale for the duration of an outlease must be documented in the real estate file. An outgrant of an FAA leased property will never extend beyond the period of the FAA lease. Please note the period of the FAA lease does not include unexercised options.

Q5. Are outgrants revocable?

A5. Yes, an outgrant may be revoked by the Government at anytime during the term of the outgrant. All outgrants will contain an FAA revocation clause. In outgrants for FAA leased property, this revocation clause must be structured so that it allows the FAA to comply with all contractual termination rights of the lessor (which are other than default) contained in the FAA primary lease.

Q6. Can the licensee or permittee transfer the rights of the outgrant?

A6. Outgrants are issued exclusively to the licensee/permittee for limited time and for a specific purpose, the licensee/permittee has no rights under license/permit, subject to FAA's right to revoke the outgrant at will.

Q7. Can we waive the fee for an emergency service agency that requests an outgrant from the FAA?

A7. The criteria are whether the other entity is the state or local government or private entity, not whether they are emergency services. If the emergency services or 911 party is another government entity (i.e. state, county, or city government), the RECO can waive the rent for use of our property. However, the government entity should make their own improvements, be liable for what it does, and asks the FAA for reimbursement for actual costs to FAA services (i.e. utilities, pro rata share of road maintenance, other services that FAA renders for the other party.)

If the emergency services party is a private entity, then the RECO may need to compete the available space and request a fair market value fee in lieu of rent to be charged that goes to the "Miscellaneous Receipts of the General Treasury", not the FAA. The FAA must not give an unfair advantage to one entity over another. Further, if other private property is available nearby, the emergency service provider should go to the private property and not the FAA.

**New Content:** Real Estate Guidance :

### **Section 1.1.17 : Outgrant**

Outgrants are used when there is a secondary need for unutilized or underutilized FAA leased/owned land or space by either another government entity or third party. Outgrants were formerly known as outleases.

Outgrant Application Form: Requesting parties will be required by the RECO to fill out an Application for Outgrant Form found in the Real Estate Template Library for all outgrant requests, including new uses, modification to existing uses, or to request a succeeding outgrant. The RECO will review the request against current real estate records to determine the status of the property, including whether FAA holds sufficient legal interest in the property, and real estate restrictions, if any, on FAA's ability to grant the use. The RECO will forward the Application for Outgrant, along with pertinent information identified during the real estate review, to the head of the line of business (LOB) or LOB designee responsible for the property.

LOB Concurrence: The LOB shall conduct a thorough review and analysis to ensure the secondary use will not interfere with FAA's primary use of the property and that the benefits

from the secondary use outweigh the cost and potential for increased liability. Prior to issuing a new outgrant, revising an existing outgrant, or issuing a succeeding outgrant, the RECO must obtain, in writing, concurrence from the LOB, along with any stipulations imposed by the LOB as a condition of issuing the outgrant.

**LOB Non-Concurrence:** If the LOB does not concur with the outgrant request, the LOB will provide the reason for non-concurrence to the RECO in writing. The RECO will send a letter to the requestor denying the request.

**Retention Period and Document Location for Denied Applications:** Letters of denial for new requests and the initial application form shall be kept in a central file location within the Real Estate office for a minimum of 1 year after denial. After 1 year, the documentation can be destroyed. All letters of denial to modify existing outgrants or to enter into succeeding outgrants shall be filed in the official outgrant project file.

**Permit and License (Outgrant) Forms:** The RECO must use the Outgrant Permit Form or the Outgrant License Form. The Permit form is used solely for Federal government entities. The License form is used for all other entities, including State or Local governments and third parties. Any modifications to the standard template must be approved by the Office of the Chief Counsel or the appropriate Regional Counsel.

#### Questions and Answers:

Q1. How is cost captured in an outgrant (either license or permit) and is it different from a reimbursable?

A1. An outgrant license or permit is not considered a reimbursable agreement because it does not result in the direct provision of a supply or a service by the FAA. Rather, an outgrant gives the grantee permission to utilize an FAA real property asset. Utility, janitorial, or other services that may be provided as a result of the outgrant, are incidental to, and required for, the use of the subject real property asset by the grantee. The RECO must use the award designation letter J under the PRISM system for an outgrant award number. The cost under the outgrant are expenses engendered as a result of the occupancy or use of the real property such as rent or utilities.

A signed original outgrant document is sent to the Accounts Receivable department in accounting. With respect to amounts paid as consideration for the outgrant, the FAA may retain all outgrant proceeds in the account established pursuant to 49 USC 45303(c). Please check with ALO-200 for the account number. Consequently, the RECO must make every effort to negotiate a payment amount that is equal to the Fair Market Value (FMV) of the outgrant.

Q2. How can the cost be structured in an outgrant?

A2. The RECO will structure the cost of the outgrants with one of the following: 1) based upon fair market value; 2) based upon the FAA cost only; or 3) a no cost outgrant that specifies the non-monetary consideration of both parties.

Q3. Should outgrants specify the use of the property?

A3. Yes, the outgrants need to state the specific use of the property, e.g., agricultural use or as a mining rights.

Q4. Can outgrants have options?

A4. No, outgrants can be specified for a firm term not to exceed twenty years (see Q5). However, they may not have options placed inside. The rationale for the duration of an outlease must be documented in the real estate file. An outgrant of an FAA leased property will never extend beyond the period of the FAA lease. Please note the period of the FAA lease does not include unexercised options.

Q5. Are outgrants revocable?

A5. Yes, an outgrant may be revoked by the Government at anytime during the term of the outgrant. All outgrants will contain an FAA revocation clause. In outgrants for FAA leased property, this revocation clause must be structured so that it allows the FAA to comply with all contractual termination rights of the lessor (which are other than default) contained in the FAA primary lease.

Q6. Can the licensee or permittee transfer the rights of the outgrant?

A6. Outgrants are issued exclusively to the licensee/permittee for limited time and for a specific purpose, the licensee/permittee has no rights under license/permit, subject to FAA's right to revoke the outgrant at will.

Q7. Can we waive the fee for an emergency service agency that requests an outgrant from the FAA?

A7. The criteria are whether the other entity is the state or local government or private entity, not whether they are emergency services. If the emergency services or 911 party is another government entity (i.e. state, county, or city government), the RECO can waive the rent for use of our property. However, the government entity should make their own improvements, be liable for what it does, and asks the FAA for reimbursement for actual costs to FAA services (i.e. utilities, pro rata share of road maintenance, other services that FAA renders for the other party.)

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### **Section 2.4.10 : Appendix J: Outgrant**

**Old Content:** Real Estate Guidance :

#### **Section 2.4.10 : Appendix J: Outgrant**

Outgrants are used when there is a secondary need for unused FAA lease/owned land or space by either another Government entity or third party. Outgrants were formerly known as outleases. The RECO must use the Outgrant Permit Form or the Outgrant License Form. The Permit form is used solely for Federal government entities. The License form is used for all other entities, including State or Local governments and third parties.

Questions and Answers:

Q1. How is cost captured in an outgrant (either license or permit) and is it different from a reimbursable?

A1. An outgrant license or permit is not considered a reimbursable agreement because it does not result in the direct provision of a supply or a service by the FAA. Rather, an outgrant gives the grantee permission to utilize an FAA real property asset. Utility, janitorial, or other services that may be provided as a result of the outgrant, are incidental to, and required for, the use of the subject real property asset by the grantee. The RECO must use the award letter designation of J under the PRISM system for an outgrant award number. The cost under the outgrant are expenses engendered as a result of the occupancy or use of the real property such as rent or utilities.

A signed original outgrant document is sent to the Accounts Receivable department in accounting. With respect to amounts paid as consideration for the outgrant, FAA may retain all outgrant proceeds in the account established pursuant to 49 USC 45303(c). Please check with ALO-200 for the account number. Consequently, the RECO must make every effort to negotiate a payment amount that is equal to the Fair Market Value (FMV) of the outgrant.

Q2. How can the cost be structured in an outgrant?

A2. The RECO will structure the cost of the outgrants with one of the following: 1) based upon fair market value; 2) based upon the FAA cost only; or 3) a no cost outgrant that specifies the non-monetary consideration of both parties.

Q3. Should outgrants specify the use of the property?

A3. Yes, the outgrants need to state the specific use of the property, e.g., agricultural use or as a mining rights.

Q4. Can outgrants have options?

A4. No, outgrants can be specified for a firm term not to exceed twenty years (see Q5). However, they may not have options placed inside. The rationale for the duration of an outlease must be documented in the real estate file. An outgrant of an FAA leased property will never extend beyond the period of the FAA lease. Please note the period of the FAA lease does not include unexercised options.

Q5. Are outgrants revocable?

A5. Yes, an outgrant may be revoked by the Government at anytime during the term of the outgrant. All outgrants will contain an FAA revocation clause. In outgrants of FAA leased property, this revocation clause must be structured so that it allows the FAA to comply with all contractual termination rights of the lessor (which are other than default) contained in the FAA primary lease.

Q6. Can the licensee or permittee transfer the rights of the outgrant?

A6. Outgrants are issued exclusively to the licensee/permittee for limited time and for a specific purpose, the licensee/permittee has no rights under license/permit, subject to FAA's right to revoke the outgrant at will.

Q7. Can we waive the fee for an emergency service agency that requests an outgrant from the FAA?

A7. The criteria is whether the other entity is the state or local government or private entity, not whether they are emergency services. If the emergency services or 911 party is another government entity (i.e. state, county, or city government), the RECO can waive the rent for use of our property. However, the government entity should make their own improvements, be liable for what it does, and asks the FAA for reimbursement for actual costs to FAA services (i.e. utilities, pro rata share of road maintenance, other services that FAA renders for the other party.)

If the emergency services party is a private entity, then the RECO may need to compete the available space and request a fair market value fee in lieu of rent to be charged that goes to the "Miscellaneous Receipts of the General Treasury", not the FAA. The FAA must not give an unfair advantage to one entity over another. Further, if other private property is available nearby, the emergency service provider should go to the private property and not the FAA.

**New Content: Real Estate Guidance :**  
**Section 2.4.10 : Appendix J: Outgrant**

Outgrants are used when there is a secondary need for unused unutilized or underutilized FAA lease/owned land or space by either another Government entity or third party. Outgrants were formerly known as outleases.

Outgrant Application Form: Requesting parties will be required by the RECO to fill out an Application for Outgrant Form found in the Real Estate Template Library for all outgrant requests, including new uses, modification to existing uses, or to request a succeeding outgrant. The RECO will review the request against current real estate records to determine the status of the property, including whether FAA holds sufficient legal interest in the property, and real estate restrictions, if any, on FAA's ability to grant the use. The RECO will forward the Application for Outgrant, along with pertinent information identified during the real estate review, to the head of the line of business (LOB) or LOB designee responsible for the property for review.

LOB Concurrence: The LOB shall conduct a thorough review and analysis to ensure the secondary use will not interfere with FAA's primary use of the property and that the benefits from the secondary use outweigh the cost and potential for increased liability. Prior to issuing a new outgrant, revising an existing outgrant, or issuing a succeeding outgrant, the RECO must obtain, in writing, concurrence from the LOB, along with any stipulations imposed by the LOB as a condition of issuing the outgrant.

LOB Non-Concurrence: If the LOB does not concur with the outgrant request, the LOB will provide the reason for non-concurrence to the RECO in writing. The RECO will send a letter to the requestor denying the request.

Retention Period and Document Location for Denied Applications: Letters of denial for new requests and the initial application form shall be kept in a central file location within the Real Estate office for a minimum of 1 year after denial. After 1 year, the documentation can be destroyed. All letters of denial to modify existing outgrants or to enter into succeeding outgrants shall be filed in the official outgrant project file.

Permit and License (Outgrant) Forms: The RECO must use the Outgrant Permit Form or the Outgrant License Form. The Permit form is used solely for Federal government entities. The License form is used for all other entities, including State or Local governments and third parties. Any modifications to the standard template must be approved by the Office of the Chief Counsel or the appropriate Regional Counsel.

Questions and Answers:

Q1. How is cost captured in an outgrant (either license or permit) and is it different from a reimbursable?

A1. An outgrant license or permit is not considered a reimbursable agreement because it does not result in the direct provision of a supply or a service by the FAA. Rather, an outgrant gives the grantee permission to utilize an FAA real property asset. Utility, janitorial, or other services that may be provided as a result of the outgrant, are incidental to, and required for, the use of the subject real property asset by the grantee. The RECO must use the award letter designation of J under the PRISM system for an outgrant award number. The cost under the outgrant are expenses engendered as a result of the occupancy or use of the real property such as rent or utilities.

A signed original outgrant document is sent to the Accounts Receivable department in accounting. With respect to amounts paid as consideration for the outgrant, FAA may retain all outgrant proceeds in the account established pursuant to 49 USC 45303(c). Please check with ALO-200 for the account number. Consequently, the RECO must make every effort to negotiate a payment amount that is equal to the Fair Market Value (FMV) of the outgrant.

Q2. How can the cost be structured in an outgrant?

A2. The RECO will structure the cost of the outgrants with one of the following: 1) based upon fair market value; 2) based upon the FAA cost only; or 3) a no cost outgrant that specifies the non-monetary consideration of both parties.

Q3. Should outgrants specify the use of the property?

A3. Yes, the outgrants need to state the specific use of the property, e.g., agricultural use or as a mining rights.

Q4. Can outgrants have options?

A4. No, outgrants can be specified for a firm term not to exceed twenty years (see Q5). However, they may not have options placed inside. The rationale for the duration of an outlease must be documented in the real estate file. An outgrant of an FAA leased property will never extend beyond the period of the FAA lease. Please note the period of the FAA lease does not include unexercised options.

Q5. Are outgrants revocable?

A5. Yes, an outgrant may be revoked by the Government at anytime during the term of the outgrant. All outgrants will contain an FAA revocation clause. In outgrants of FAA leased property, this revocation clause must be structured so that it allows the FAA to comply with all contractual termination rights of the lessor (which are other than default) contained in the FAA primary lease.

Q6. Can the licensee or permittee transfer the rights of the outgrant?

A6. Outgrants are issued exclusively to the licensee/permittee for limited time and for a specific purpose, the licensee/permittee has no rights under license/permit, subject to FAA's right to revoke the outgrant at will.

Q7. Can we waive the fee for an emergency service agency that requests an outgrant from the FAA?

A7. The criteria is whether the other entity is the state or local government or private entity, not whether they are emergency services. If the emergency services or 911 party is another government entity (i.e. state, county, or city government), the RECO can waive the rent for use of our property. However, the government entity should make their own improvements, be liable for what it does, and asks the FAA for reimbursement for actual costs to FAA services (i.e. utilities, pro rata share of road maintenance, other services that FAA renders for the other party.)

If the emergency services party is a private entity, then the RECO may need to compete the available space and request a fair market value fee in lieu of rent to be charged that goes to the "Miscellaneous Receipts of the General Treasury", not the FAA. The FAA must not give an unfair advantage to one entity over another. Further, if other private property is available nearby, the emergency service provider should go to the private property and not the FAA.

**Red Line Content: Real Estate Guidance :**  
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**Outgrant Application Form: Requesting parties will be required by the RECO to fill out an Application for Outgrant Form found in the Real Estate Template Library for all outgrant requests, including new uses, modification to existing uses, or to request a succeeding outgrant. The RECO ~~must~~will review the request against current real estate records to determine the status of the property, including whether FAA holds sufficient legal interest in the property, and real estate restrictions, if any, on FAA's ability to grant the use. The RECO will forward the Application for Outgrant, along with pertinent information identified during the real estate review, to the head of the line of business (LOB) or LOB designee responsible for the property for review.**

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**Estate office for a minimum of 1 year after denial. After 1 year, the documentation can be destroyed. All letters of denial to modify existing outgrants or to enter into succeeding outgrants shall be filed in the official outgrant project file.**

**Permit and License (Outgrant) Forms: The RECO must use the Outgrant Permit Form or the Outgrant License Form. The Permit form is used solely for Federal government entities. The License form is used for all other entities, including State or Local governments and third parties. Any modifications to the standard template must be approved by the Office of the Chief Counsel or the appropriate Regional Counsel.**

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Q3. Should outgrants specify the use of the property?

A3. Yes, the outgrants need to state the specific use of the property, e.g., agricultural use or as a mining rights.

Q4. Can outgrants have options?

A4. No, outgrants can be specified for a firm term not to exceed twenty years (see Q5). However, they may not have options placed inside. The rationale for the duration of an outlease must be documented in the real estate file. An outgrant of an FAA leased property will

never extend beyond the period of the FAA lease. Please note the period of the FAA lease does not include unexercised options.

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Q6. Can the licensee or permittee transfer the rights of the outgrant?

A6. Outgrants are issued exclusively to the licensee/permittee for limited time and for a specific purpose, the licensee/permittee has no rights under license/permit, subject to FAA's right to revoke the outgrant at will.

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A7. The criteria is whether the other entity is the state or local government or private entity, not whether they are emergency services. If the emergency services or 911 party is another government entity (i.e. state, county, or city government), the RECO can waive the rent for use of our property. However, the government entity should make their own improvements, be liable for what it does, and asks the FAA for reimbursement for actual costs to FAA services (i.e. utilities, pro rata share of road maintenance, other services that FAA renders for the other party.)

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#### **Section 3.1.4.1 : Centralized Contractor Registration (CCR)**

**Old Content:** Real Estate Guidance :

#### **Section 3.1.4.1 : Centralized Contractor Registration (CCR)**

1. Effective immediately the RECO is responsible for implementing the Central Contractor Registration (CCR) requirements in [AMS Procurement Toolbox Guidance T.3.3.1 A-8, Central Contractor Registration](#). CCR is an E-government initiative to standardize how vendor information is maintained across all federal agencies. The standardization of maintaining vendor data benefits both the Government and the vendor. The new system streamlines the processing of vendor information changes by requiring the vendor to make the changes. The use of CCR assists compliance with EFT payment requirements.

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2. The new clauses “**Central Contractor Registration – Real Property**”, “**Contractor Identification Number – Data Universal Numbering System (DUNS) Number**”, and “**Certification of Registration in Central Contractor Registration (CCR)**” are mandatory for all new cost contracts and for modifications to existing awards, unless the vendor qualifies for an exception under AMS Procurement Guidance T3.3.1.A-8. If a vendor is granted an exception, the alternate clause, “Contractor Payment Information – Non-CCR – Real Property” is included in the contract.

3. Guidance in the AMS Procurement Toolbox T3.3.1.A-8 requires all prospective contractors to be registered in the CCR database prior to award of a contract or agreement. The referenced guidance provides the only authorized exceptions to this requirement. They are the only ones that apply to real estate transactions:

Exception# 3 - “Contracts awarded by—(ii) Contracting Officers in the conduct of emergency operations, such as responses to natural or environmental disasters or national or civil emergencies...”

Exception #4 – “Contracts to support unusual or compelling needs. A need is compelling where the FAA would be seriously injured if the contract is not awarded.” Examples: 1) When a utility vendor refuses to register in the CCR and there is no feasible alternate supplier. 2) When the facility is critical to the FAA's mission, and the only alternative is to relocate the facility to a less effective site at great expense to the FAA.

Exception #6 – “One time/single payment contracts or agreements, Example 1) One time purchase of real property,” NOTE this does not apply to leases paid annually or to contracts/agreements with exercisable options (both are recurring payments).

Exception #7 – “Long term leases and utility contracts where a CCR clause is not currently in effect and it is determined by the RECO not to be practical to force compliance.” This exemption may be used for utility contracts or leases of any duration. The RECO must make every effort to negotiate compliance with CCR on these existing contracts. However, the enforcement of this requirement is not mandatory and would be prohibited in cases where the enforcement would result in any of the following: 1) Forced relocation of an existing facility essential to the FAA mission, 2) Loss of a mission critical service, facility or utility or, 3) An unacceptable increase in the cost of maintaining a mission requirement.

4. The rationale for all RECO granted exceptions to CCR must be documented in the contract file.

5. Frequent Vendor Concerns and Responses:

a. Concern: Lessor/Vendor is concerned about posting personal/banking information on an Internet web site (CCR is web-based). Response: The CCR Website and database are well encrypted. Use of the CCR database actually means that less government or

contractor personnel see the vendor's sensitive data. Fewer people have access to the encrypted website, than to paper files of the vendor's data.

b. Concern: Lessor prefers to submit changes via the old Vendor Miscellaneous Form. Response: Processing of manual forms wastes both vendor and government resources and is far less secure than the encrypted database.

c. Concern: Lessor doesn't have a computer or Internet access. Response: It is easy to register in CCR via an 800 number or by mail.

**New Content:** Real Estate Guidance :

### **Section 3.1.4.1 : System for Award Management (SAM)**

1. Effective immediately the RECO is responsible for implementing the System for Award Management (SAM) requirements in AMS Procurement Toolbox Guidance T.3.3.1 A-4, System for Award Management. SAM is an E-government initiative to standardize how vendor information is maintained across all federal agencies. The standardization of maintaining vendor data benefits both the Government and the vendor. The new system streamlines the processing of vendor information changes by requiring the vendor to make the changes. The use of SAM assists compliance with EFT payment requirements.

2. The new clauses "**System for Award Management - Real Property**," "**Contractor Identification Number - Data Universal Numbering System (DUNS) Number**," and "**Certification of Registration in System for Award Management (SAM)**" are mandatory for all new cost contracts and for modifications to existing awards, unless the vendor qualifies for an exception under AMS Procurement Guidance T3.3.1.A-4. If a vendor is granted an exception, the alternate clause, "Contractor Payment Information - Non-SAM - Real Property" is included in the contract.

3. Guidance in the AMS Procurement Toolbox T3.3.1.A-4 requires all prospective contractors to be registered in the SAM database prior to award of a contract or agreement. The referenced guidance provides the only authorized exceptions to this requirement. They are the only ones that apply to real estate transactions:

Exception# 3 - "Contracts awarded by-(b) conducting emergency operations, such as responses to natural or environmental disasters or national or civil emergencies, e.g., Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5121)..."

Exception #4 - "Contracts to support unusual or compelling needs. A compelling need is where FAA would be seriously injured if the contract is not awarded." Examples: 1) When a utility vendor refuses to register in the SAM and there is no feasible alternate supplier. 2) When the facility is critical to the FAA's mission, and the only alternative is to relocate the facility to a less effective site at great expense to the FAA.

Exception #6 - "One time/single payment contracts or agreements, such as Real Property purchase and sales agreements, where the seller of the property is not in the practice of

offering real property to FAA as a commercial practice and does not anticipate acting as a vendor to FAA in the foreseeable future." Example 1) One time purchase of real property," NOTE this does not apply to leases paid annually or to contracts/agreements with exercisable options (both are recurring payments).

Exception #7 - "Long term leases and utility contracts where a SAM clause is not currently in effect and it is determined by the CO that forcing compliance is impractical." This exemption may be used for utility contracts or leases of any duration. The RECO must make every effort to negotiate compliance with SAM on these existing contracts. However, the enforcement of this requirement is not mandatory and would be prohibited in cases where the enforcement would result in any of the following: 1) Forced relocation of an existing facility essential to the FAA mission, 2) Loss of a mission critical service, facility or utility or, 3) An unacceptable increase in the cost of maintaining a mission requirement.

4. The rationale for all RECO granted exceptions to SAM must be documented in the contract file.

5. Frequent Vendor Concerns and Responses:

a. Concern: Lessor/Vendor is concerned about posting personal/banking information on an Internet web site (SAM is web-based). Response: The SAM Website and database are well encrypted. Use of the SAM database actually means that less government or contractor personnel see the vendor's sensitive data. Fewer people have access to the encrypted website, than to paper files of the vendor's data.

b. Concern: Lessor prefers to submit changes via the old Vendor Miscellaneous Form. Response: Processing of manual forms wastes both vendor and government resources and is far less secure than the encrypted database.

c. Concern: Lessor doesn't have a computer or Internet access. Response: It is easy to register in SAM through mail or by calling 866-606-8220.

**Red Line Content: Real Estate Guidance :**

**Section 3.1.4.1 : Centralized Contractor Registration System for Award Management (CCRSAM)**

1. Effective immediately the RECO is responsible for implementing the Central Contractor System for Registration Award Management (CCRSAM) requirements in AMS Procurement Toolbox Guidance T.3.3.1 A-84, Central System Contractor for Registration Award Management. CCRSAM is an E-government initiative to standardize how vendor information is maintained across all federal agencies. The standardization of maintaining vendor data benefits both the Government and the vendor. The new system streamlines the processing of vendor information changes by requiring the vendor to make the changes. The use of CCRSAM assists compliance with EFT payment requirements.

2. The new clauses "~~Central~~" System Contractor Registration for Award – Management - Real Property", "~~Contractor Identification Number – Data Universal Numbering System (DUNS) Number~~", and "~~Certification of Registration in Central Contractor~~ System for Registration Award Management (CCRSAM)" are mandatory for all new cost contracts and for modifications to existing awards, unless the vendor qualifies for an exception under AMS Procurement Guidance T3.3.1.A-84. If a vendor is granted an exception, the alternate clause, "~~Contractor Payment Information – Non-CCRSAM – Real Property~~" is included in the contract.

3. Guidance in the AMS Procurement Toolbox T3.3.1.A-84 requires all prospective contractors to be registered in the CCRSAM database prior to award of a contract or agreement. The referenced guidance provides the only authorized exceptions to this requirement. They are the only ones that apply to real estate transactions:

Exception # 3 - "~~Contracts awarded by~~ ~~(iib)~~ Contracting conducting Officers in the conduct of emergency operations, such as responses to natural or environmental disasters or national or civil emergencies, e.g., Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5121)..."

Exception #4 - "~~Contracts to support unusual or compelling needs. A compelling need is compelling where the FAA would be seriously injured if the contract is not awarded.~~"&#8221;&#160; Examples: 1) When a utility vendor refuses to register in the CCRSAM and there is no feasible alternate supplier. 2) When the facility is critical to the FAA's mission, and the only alternative is to relocate the facility to a less effective site at great expense to the FAA.

Exception #6 - "~~One time/single payment contracts or agreements, such as Real Property purchase and sales agreements, where the seller of the property is not in the practice of offering real property to FAA as a commercial practice and does not anticipate acting as a vendor to FAA in the foreseeable future.~~" Example 1) One time purchase of real property," NOTE this does not apply to leases paid annually or to contracts/agreements with exercisable options (both are recurring payments).

Exception #7 - "~~Long term leases and utility contracts where a CCRSAM clause is not currently in effect and it is determined by the RECO not to CO be practical to force that forcing compliance is compliance impractical.~~" This exemption may be used for utility contracts or leases of any duration. The RECO must make every effort to negotiate compliance with CCRSAM on these existing contracts. However, the enforcement of this requirement is not mandatory and would be prohibited in cases where the enforcement would result in any of the following: 1) Forced relocation of an existing facility essential to the FAA mission, 2) Loss of a mission critical service, facility or utility or, 3) An unacceptable increase in the cost of maintaining a mission requirement.

4. The rationale for all RECO granted exceptions to CCRSAM must be documented in the contract file.

## 5. Frequent Vendor Concerns and Responses:

a. - Concern: Lessor/Vendor is concerned about posting personal/banking information on an Internet web site (~~CCR~~SAM is web-based). Response: The ~~CCR~~SAM Website and database are well encrypted. Use of the ~~CCR~~SAM database actually means that less government or contractor personnel see the vendor's sensitive data. Fewer people have access to the encrypted website, than to paper files of the vendor's data.

b. - Concern: Lessor prefers to submit changes via the old Vendor Miscellaneous Form. Response: Processing of manual forms wastes both vendor and government resources and is far less secure than the encrypted database.

c. Concern: Lessor doesn't have a computer or Internet access. Response: It is easy to register in ~~CCR~~ via an SAM 800 number through mail or by mail calling 866-606-8220.

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### Section 6.2 : Real Estate Career Levels

**Old Content:** Real Estate Guidance :

#### **Section 6.2 : Real Estate Career Levels**

##### **I. Levels of Warrants**

*1170 Level 1/Entry Level - (F band)* - Entry Level the FAA Realty Specialist competencies are designed to establish fundamental qualifications and expertise in their position. Development at the entry level lays the foundation for career progression and is designed to prepare qualified personnel for positions of increasing responsibility.

At the Entry Level, Realty Specialists should be exposed to fundamental real estate acquisition procedures. They should perform a progressive range of tasks including a variety of basic and/or routine real estate assignments under the close direction of a more experienced professional and/or manager or team lead. An Entry Level Realty Specialist demonstrates basic competence necessary to accomplish assignments.

Warrants are not issued for individuals at Level 1.

*Training Requirements:* Each 1170/Level 1 will outline in their training plan with approval from the Group Managers when they will take the mandatory core classes. Please note, with the approval of the Group Manager and outlined in your training plan, a Level 1/Entry Level should at a minimum fulfill three mandatory courses (from the list below 1-15) before progressing to Level 2/Intermediate Level. The core mandatory classes required for Level 1/Entry are as follows:

1. FAA Basic Real Estate Course;
2. FAA Legal/Real Estate Course;
3. FAA Space Lease Project Development Course;

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4. ABAAS Familiarization;
5. Acquisition Law Training;
6. Communicate for Results;
7. DELPHI/PRISM Overview;
8. Federal Real Property Lease Law;
9. AMS Course;
10. Lease Administration;
11. PRISM Realty Specialist Course;
12. Real Estate Tracking System (RETS);
13. Real Estate Management System (REMS);
14. Techniques of Negotiation Federal Real Property Lease;
15. Real Estate Conference sponsored by ALO-200

*1170 Level 2/Intermediate Level - (G band)* At the intermediate level, specialization is emphasized. At the Intermediate Level the FAA Real Estate Contracting Officers (RECO) perform multiple, varying, and progressively more complex real estate functions with limited direction. Some projects may require competence in working across functional and/or organizational lines. The Intermediate Level RECO acts as an individual contributor and/or member of a team and may perform some leadership functions for small projects/programs or other work activities. They also develop experience and demonstrate progressively more advanced competence to plan and accomplish assignments. The Intermediate Level RECO has a limited warrant based upon their manager's assessment.

Warrants for Level 2 are given after the RECO's manager determines they have completed the appropriate number of competencies and associated training. The initial warrant level is set \$250,000 and can be adjusted incrementally not to exceed \$1 million by the RECO's manager.

*Training Requirements:* Each 1170/Level 2 will outline in their training plan with approval from the Group Managers when they will take the mandatory core classes. Please note, with the approval of the Group Manager and outlined in your training plan, a Level 2/Intermediate Level should at a minimum fulfill six of the mandatory core courses (from the list below 3 courses from 1, and 3 from 2-7) before progressing to Level 3/Senior Level. The core mandatory classes required for Level 2/Intermediate are as follows:

1. List of mandatory core courses under Level 1/Entry (see above 1-15)
2. Basic Appraisal Principles
3. Environmental Due Diligence Audit
4. FAA Advance Real Estate Course
5. Negotiation Strategies and Techniques
6. Utilization and Disposal of Real Property
7. One elective

*1170/Level 3/Senior/Advanced Level - (H band)* - A Senior Level FAA RECO should have an in-depth knowledge across the entire real estate acquisition process. The Senior Level RECO is considered a subject matter expert in the real estate discipline who provides leadership for highly complex and challenging activities with minimal direction. The Senior Level RECO may act as

a principal specialist to develop new and innovative approaches, methodologies, and techniques, and acts as a leader to define and direct challenging projects/programs/activities. The Senior Level RECO identifies and resolves challenging problems or issues which often cross organizational boundaries and impact the accomplishment of strategic objectives. The Senior Level RECO has an unlimited warrant.

Warrants for Level 3 are given after the RECO's manager determines they have completed the appropriate number of competencies and associated training. The senior warrant level is set at \$1,000,000 and can be adjusted incrementally to an unlimited level by the RECO's manager.

*Training Requirements:* Each 1170/Level 3 will outline in their training plan, with approval from the Group Managers, when they will take the mandatory core classes. Please note, with the approval of the Group Manager and outlined in your training plan, a Level 3/Senior Level should at a minimum fulfill one mandatory core courses per year to maintain their warrant (see list below 1-3). The core mandatory classes required for Level 3/Senior are as follows:

1. List of mandatory core courses under Level1/Entry (1-15) and list of mandatory courses under Level 2/Intermediate (2-7)
2. Introduction to NEPA Requirements and Procedures
3. One elective

## **II. Warrant Information**

Below is the information pertaining to the information and understanding of Warrants related to the Real Estate Contracting Officer(s) (RECOs). For full version please see T3.1.4 Contracting Officer Warrants.

Warrant Level Information for the RECO:

a. Certificate of Appointment. The FAE delegates contracting authority to procurement and real property COs through a written certificate of appointment, also known as a warrant. This certificate of appointment authorizes the individual to legally bind FAA. Warranted individuals cannot further delegate their warrant authority or “sign for” or over the name of another CO.

b. FAE Approval. All certificates of appointments, or warrants, must be approved by the FAE prior to them becoming effective.

c. Limitations. Warrants define the dollar and scope limitations of the authority. Warrants may be limited or unlimited. A limited warrant states a total dollar limitation for each transaction. The dollar value of a transaction includes the total contract value including the base year and all options. An unlimited warrant allows transactions at any dollar value. In addition to the dollar value, limited and unlimited warrants must expressly state any limitations of authority (other than limitations in applicable laws or regulations) and state the specific type of transaction to any real property action the CO is authorized to make such as grants, cooperative agreements and other transactions (see T3.8.1 for more information). Currently grants, cooperative agreements and other transactions are excluded from delegated contracting authority for

procurement and real property contracting officers and other authorized individuals unless expressly stated in the warrant.

d. Warrant Levels. There are two warrant levels, which apply to real estate contracting authority. These levels along with training curriculum are outlined in the Real Estate Competencies.

e. Procedures for Obtaining Certificate of Appointment.

(1) The request for a certificate of appointment/warrant **must** be prepared using the "Real Estate Contracting Officer Warrant Request" (see Real Estate Templates) by the individual and submitted to his or her Logistics Service Area Real Estate Group Manager.

(2) The real estate group manager reviews the package to ensure that the individual meets the training, education, and experience requirements commensurate with the proposed delegated threshold. If the group manager concurs, he or she forwards the nominee's package to the COCO.

(3) The COCO reviews the request and supporting documentation for completeness and evaluates the applicant's acquisition experience, training, and evidence of certification. If the COCO concurs, he or she signs the request and forwards the request to the Director of Aviation Logistics Organization (ALO-1).

(4) The ALO-1 will review and forward the request with a recommendation to the FAE who will issue a certificate of appointment. The certificate of appointment must include a warrant number, dollar limit of warrant authority, and any other applicable limitations, such as restrictions to certain types of transactions. If approved, the FAE will sign the delegation and return it to the ALO-1 for distribution.

f. Discrete Authority for Grants, Cooperative Agreements and Other Transactions. The Administrator's authority to award and administer grants, cooperative agreements and other transactions is delegated to the FAA Acquisition Executive (FAE), who subsequently redelegated this authority to the COCO (see AMS Procurement Toolbox Procurement Delegation of Authority), subject to the below restrictions:

(1) COCO Redelegation. The COCO may redelegate this authority to procurement and real property COs and other individuals with required knowledge, experience, training, and skills for awarding and administering these types of transactions. All delegations must be in writing and expressly state the types of transactions and any limitations.

(2) Administrator's Review. Individuals delegated this authority must ensure that prior to award, the Administrator is notified and allowed to review any non-AIP grant, cooperative agreement, or other transactions with a cumulative value of \$10 million or more, or with significant Congressional interest. (See AMS Procurement Guidance T3.8.1 Agreements, Cooperative Agreements, Gifts & Bequests, subparagraph 1.m for additional information.); and

(3) Certificate of Appointment. The written certificate of appointment must expressly state authority to execute grants, cooperative agreements and other transactions.

g. Displaying Warrants and Other Certificate of Appointment. Real Estate COs must prominently display the warrant or other certificate of appointment to make information on the authority and any limitations readily available to the public and FAA personnel.

h. Skills Currency (Maintenance)/Continuous Learning. To maintain the delegated contracting authority, individuals must take the real estate curriculum associated with the competencies for that level.

### **III. Maintenance of Warrants for 1170 Series**

In order for 1170 (Level 1/2/3) to maintain their warrants or progress to the next level, they must take the mandatory core real estate classes courses in Appendix I within the time frame established on their training plan with their Group Managers concurrence. Please see section I in order to determine which mandatory core classes must be satisfied in order to progress to the next real estate level.

*Continuous Learning:* An 1170 (Level 1/2/3) is required to maintain technical proficiency through the successful completion, every 2 years, of a minimum of 80 hours of real property training. The 1170/Realty Specialist or RECO can accomplish the above requirement through participation in workshops, seminars, symposiums, and formal classroom training. All Subject Matter Experts (SMEs) who provide support to the CMEL instructors for the real estate training classes will receive training hours equal to half of the total hours received by the students, i.e. if the training hours for the course is 24, the SME will receive 12 hours. The hours will count towards the 80 hour training requirement every two years.

As agreed to by the employee and Group Manager, electives may be any training course related to the employee's job, those necessary for career development, or those used for cross training. Electives may include no-cost distance learning, assignment-specific courses, or other training opportunities (please see 6.4 Learning Options for list of more classes).

All training and education information relating to 1170 series personnel must have a training plan and training must be entered into the enterprise Learning Management System (eLMS) (<https://elms.dot.gov/>).

#### **New Content: Real Estate Guidance : Section 6.2 : Real Estate Career Levels**

### **I. Levels of Warrants**

*1170 Level 1/Entry Level - (F band)* - Entry Level the FAA Realty Specialist competencies are designed to establish fundamental qualifications and expertise in their position. Development at the entry level lays the foundation for career progression and is designed to prepare qualified personnel for positions of increasing responsibility.

At the Entry Level, Realty Specialists should be exposed to fundamental real estate acquisition procedures. They should perform a progressive range of tasks including a variety of basic and/or routine real estate assignments under the close direction of a more experienced professional and/or manager or team lead. An Entry Level Realty Specialist demonstrates basic competence necessary to accomplish assignments.

Warrants are not issued for individuals at Level 1.

*Training Requirements:* Each 1170/Level 1 will outline in their training plan with approval from the Group Managers when they will take the mandatory core classes. Please note, with the approval of the Group Manager and outlined in your training plan, a Level 1/Entry Level should at a minimum fulfill three mandatory courses (from the list below 1-15) before progressing to Level 2/Intermediate Level. The core mandatory classes required for Level 1/Entry are as follows:

1. FAA Basic Real Estate Course;
2. FAA Legal/Real Estate Course;
3. FAA Space Lease Project Development Course;
4. ABAAS Familiarization;
5. Acquisition Law Training;
6. Communicate for Results;
7. DELPHI/PRISM Overview;
8. Federal Real Property Lease Law;
9. AMS Course;
10. Lease Administration;
11. PRISM Realty Specialist Course;
12. Real Estate Tracking System (RETS);
13. Real Estate Management System (REMS);
14. Techniques of Negotiation Federal Real Property Lease;
15. Project Management Fundamentals;
16. Introduction to Project Management using Project 2010;
17. Real Estate Conference sponsored by ALO-200

*1170 Level 2/Intermediate Level - (G band)* At the intermediate level, specialization is emphasized. At the Intermediate Level the FAA Real Estate Contracting Officers (RECO) perform multiple, varying, and progressively more complex real estate functions with limited direction. Some projects may require competence in working across functional and/or organizational lines. The Intermediate Level RECO acts as an individual contributor and/or member of a team and may perform some leadership functions for small projects/programs or other work activities. They also develop experience and demonstrate progressively more advanced competence to plan and accomplish assignments. The Intermediate Level RECO has a limited warrant based upon their manager's assessment.

Warrants for Level 2 are given after the RECO's manager determines they have completed the appropriate number of competencies and associated training. The initial warrant level is set \$250,000 and can be adjusted incrementally not to exceed \$1 million by the RECO's manager.

*Training Requirements:* Each 1170/Level 2 will outline in their training plan with approval from the Group Managers when they will take the mandatory core classes. Please note, with the approval of the Group Manager and outlined in your training plan, a Level 2/Intermediate Level should at a minimum fulfill six of the mandatory core courses (from the list below 3 courses

from 1, and 3 from 2-7) before progressing to Level 3/Senior Level. The core mandatory classes required for Level 2/Intermediate are as follows:

1. List of mandatory core courses under Level1/Entry (see above 1-15);
2. Basic Appraisal Principles;
3. Environmental Due Diligence Audit;
4. FAA Advance Real Estate Course;
5. Negotiation Strategies and Techniques;
6. Utilization and Disposal of Real Property;
7. One elective

*1170/Level 3/Senior/Advanced Level - (H band) - A Senior Level FAA RECO should have an in-depth knowledge across the entire real estate acquisition process. The Senior Level RECO is considered a subject matter expert in the real estate discipline who provides leadership for highly complex and challenging activities with minimal direction. The Senior Level RECO may act as a principal specialist to develop new and innovative approaches, methodologies, and techniques, and acts as a leader to define and direct challenging projects/programs/activities. The Senior Level RECO identifies and resolves challenging problems or issues which often cross organizational boundaries and impact the accomplishment of strategic objectives. The Senior Level RECO has an unlimited warrant.*

Warrants for Level 3 are given after the RECO's manager determines they have completed the appropriate number of competencies and associated training. The senior warrant level is set at \$1,000,000 and can be adjusted incrementally to an unlimited level by the RECO's manager.

*Training Requirements:* Each 1170/Level 3 will outline in their training plan, with approval from the Group Managers, when they will take the mandatory core classes. Please note, with the approval of the Group Manager and outlined in your training plan, a Level 3/Senior Level should at a minimum fulfill one mandatory core courses per year to maintain their warrant (see list below 1-3). The core mandatory classes required for Level 3/Senior are as follows:

1. List of mandatory core courses under Level1/Entry (1-15) and list of mandatory courses under Level 2/Intermediate (2-7);
2. Project Management;
3. One elective

## **II. Warrant Information**

Below is the information pertaining to the information and understanding of Warrants related to the Real Estate Contracting Officer(s) (RECOs). For full version please see T3.1.4 Contracting Officer Warrants.

Warrant Level Information for the RECO:

a. Certificate of Appointment. The FAE delegates contracting authority to procurement and real property COs through a written certificate of appointment, also known as a warrant. This

certificate of appointment authorizes the individual to legally bind FAA. Warranted individuals cannot further delegate their warrant authority or “sign for” or over the name of another CO.

b. FAE Approval. All certificates of appointments, or warrants, must be approved by the FAE prior to them becoming effective.

c. Limitations. Warrants define the dollar and scope limitations of the authority. Warrants may be limited or unlimited. A limited warrant states a total dollar limitation for each transaction. The dollar value of a transaction includes the total contract value including the base year and all options. An unlimited warrant allows transactions at any dollar value. In addition to the dollar value, limited and unlimited warrants must expressly state any limitations of authority (other than limitations in applicable laws or regulations) and state the specific type of transaction to any real property action the CO is authorized to make such as grants, cooperative agreements and other transactions (see T3.8.1 for more information). Currently grants, cooperative agreements and other transactions are excluded from delegated contracting authority for procurement and real property contracting officers and other authorized individuals unless expressly stated in the warrant.

d. Warrant Levels. There are two warrant levels, which apply to real estate contracting authority. These levels along with training curriculum are outlined in the Real Estate Competencies.

e. Procedures for Obtaining Certificate of Appointment.

(1) The request for a certificate of appointment/warrant **must** be prepared using the "Real Estate Contracting Officer Warrant Request" (see Real Estate Templates) by the individual and submitted to his or her Logistics Service Area Real Estate Group Manager.

(2) The real estate group manager reviews the package to ensure that the individual meets the training, education, and experience requirements commensurate with the proposed delegated threshold. If the group manager concurs, he or she forwards the nominee's package to the COCO.

(3) The COCO reviews the request and supporting documentation for completeness and evaluates the applicant's acquisition experience, training, and evidence of certification. If the COCO concurs, he or she signs the request and forwards the request to the Director of Aviation Logistics Organization (ALO-1).

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property COs and other individuals with required knowledge, experience, training, and skills for awarding and administering these types of transactions. All delegations must be in writing and expressly state the types of transactions and any limitations.

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g. Displaying Warrants and Other Certificate of Appointment. Real Estate COs must prominently display the warrant or other certificate of appointment to make information on the authority and any limitations readily available to the public and FAA personnel.

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### **III. Maintenance of Warrants for 1170 Series**

In order for 1170 (Level 1/2/3) to maintain their warrants or progress to the next level, they must take the mandatory core real estate classes courses in Appendix I within the time frame established on their training plan with their Group Managers concurrence. Please see section I in order to determine which mandatory core classes must be satisfied in order to progress to the next real estate level.

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All training and education information relating to 1170 series personnel must have a training plan and training must be entered into the enterprise Learning Management System ([eLMS](#)) (FAA only).

**Red Line Content: Real Estate Guidance :**  
**Section 6.2 : Real Estate Career Levels**

**I. Levels of Warrants**

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2. FAA Legal/Real Estate Course;
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8. Federal Real Property Lease Law;
9. AMS Course;
10. Lease Administration;
11. PRISM Realty Specialist Course;
12. Real Estate Tracking System (RETS);
13. Real Estate Management System (REMS);
14. Techniques of Negotiation Federal Real Property Lease; ~~15~~

**15. Project Management Fundamentals;**

**16. Introduction to Project Management using Project 2010;**

**17. Real Estate Conference sponsored by ALO-200**

*1170 Level 2/Intermediate Level - (G band)* At the intermediate level, specialization is emphasized. At the Intermediate Level the FAA Real Estate Contracting Officers (RECO) perform multiple, varying, and progressively more complex real estate functions with limited direction. Some projects may require competence in working across functional and/or organizational lines. The Intermediate Level RECO acts as an individual contributor and/or member of a team and may perform some leadership functions for small projects/programs or other work activities. They also develop experience and demonstrate progressively more advanced competence to plan and accomplish assignments. The Intermediate Level RECO has a limited warrant based upon their manager's assessment.

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3. Environmental Due Diligence Audit;
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5. Negotiation Strategies and Techniques;
6. Utilization and Disposal of Real Property-7;

7. One elective

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approval of the Group Manager and outlined in your training plan, a Level 3/Senior Level should at a minimum fulfill one mandatory core courses per year to maintain their warrant (see list below 1-3). The core mandatory classes required for Level 3/Senior are as follows:

1. List of mandatory core courses under Level 1/Entry (1-15) and list of mandatory courses under Level 2/Intermediate (2-7);
2. ~~Introduction to NEPA Requirements and~~ Project Procedures Management;
3. One elective

## II. Warrant Information

Below is the information pertaining to the information and understanding of Warrants related to the Real Estate Contracting Officer(s) (RECOs). For full version please see T3.1.4 Contracting Officer Warrants.

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### **III. Maintenance of Warrants for 1170 Series**

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All training and education information relating to 1170 series personnel must have a training plan and training must be entered into the enterprise Learning Management System ([eLMS](https://elms.dot.gov)) (<https://elms.dot.gov>/**FAA only**).

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